

CONTRACT:
PROJECT: CHAPEL HILL ST GARAGE REPAIRS
DATE:

GENERAL SERVICES DEPARTMENT
CITY OF DURHAM
NORTH CAROLINA

DOCUMENT 00 52 15

AGREEMENT FORM - EJCDC STIPULATED SUM (SINGLE-PRIME CONTRACT)

THIS AGREEMENT is by and between the City of Durham (Owner), a North Carolina municipal corporation, and Progressive Contracting Company, Inc. (Contractor).

The City of Durham and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1.1 WORK

- A. Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Work consists of the following: Concrete repair at floor slabs, vehicle ramps, walls, beams, columns, and overhead soffits. Accessibility upgrades include additional accessible spaces and new accessible routes from the parking garage to Chapel Hill St., Orange St., and Mangum St. public way.

1.2 THE PROJECT

- A. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Contract: [TBD], Project: Chapel Hill St. Garage Repairs

- B. Listed below are the Sites, in order of priority, that the Contractor may be instructed to complete construction under this Contract.
1. 326 East Chapel Hill St.

1.3 ENGINEER

- A. The Project has been designed by Walter P Moore and Associates, Inc., of Texas (Engineer), who is to act as the City of Durham's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

1.4 CONTRACT TIMES

- A. Time of the Essence
1. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. Days to Achieve Substantial Completion and Final Payment

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1. The Work shall be substantially completed within [134] days after the date when the Contract Times commence to run (Notice to Proceed) as provided in [Paragraph 2.03] of the General Conditions, and completed and ready for final payment in accordance with [Paragraph 14.07] of the General Conditions within [164] days after the date when the Contract Times commence to run (Notice to Proceed).

C. Liquidated Damages

1. Contractor and the City of Durham recognize that time is of the essence of this Agreement and that the City of Durham will suffer financial loss if the Work is not completed within the times specified in [Paragraph 1.4.B.1] above, plus any extensions thereof allowed in accordance with [Article 12] of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City of Durham if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City of Durham and the Contractor agree that as liquidated damages for the delay (but not as a penalty), Contractor shall pay the City of Durham [two hundred dollars (\$200.00)] for each day that expires after the time specified in [Paragraph 1.4.B.1] for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the City of Durham, Contractor shall pay the City of Durham [two hundred dollars (\$200.00)] for each day that expires after the time specified in [Paragraph 1.4.B.1] for completion and readiness for final payment until the Work is completed and ready for final payment.
2. Failure of the Contractor to commence construction within ten (10) days of the Notice to Proceed shall begin a daily penalty to the Contractor at a rate of fifty percent (50%) of the daily liquidated damages specified in [Paragraph 1.4.C.1].

D. Weather Related Delays

1. The weather conditions shown in the chart below can be reasonably anticipated and will not be considered abnormal. For example, if the Contractor submits a request to extend Contract Times on the sole basis of adverse weather conditions in January, and the factual records submitted show that the actual January in which the Contractor worked had nine (9) days on which the precipitation exceeded 0.1 inches, the extension of time will not be granted because the chart says that it is expected that there will be ten (10) days in January with at least that much rain. If the factual records show that the actual January in which the Contractor worked had twelve (12) days on which the precipitation exceeded 0.1 inches, the Contractor will not need to show that the precipitation was abnormal and could not have been reasonably anticipated, but will still need to show the adverse effect on the scheduled construction. Unless the City agrees in writing otherwise, the weather conditions must be shown by use of data, submitted by the Contractor, from either the National Weather Service (NWS) for Raleigh, N C or NWS readings from a location closer to the site than Raleigh, and not by use of weather readings on the Site or by the Contractor. For requests to extend Contract Times based on weather related delays, the Contractor shall use the form, "Request to Extend Contract Times on the Basis of Adverse Weather

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Conditions,” see [Appendix J]. The parties are bound by the provisions on that form. Notwithstanding the [General Conditions, Paragraphs 9.08 and 12.02], in order to request an extension of Contract Times for abnormal weather conditions the form must be submitted by the tenth (10th) day of the month after the month as to which the request is made. In order to make this request for Saturdays, Sundays, and City of Durham holidays, the Contractor must have notified the Resident Project Representative by 3:30 PM, three (3) days in advance of the day of the Contractor’s intent to work on a specific Saturday, Sunday, or holiday. Notwithstanding [Article 17 of the General Conditions], if the day on which the notice is to be given is a Saturday, Sunday, or City of Durham holiday, the notice shall be given by the first day before that Saturday, Sunday, or holiday that is not a Saturday, Sunday, or City of Durham holiday.

| Month | Number of days with 0.1 or more inches precipitation | Number of days on which the temperature is never above 32-degrees Farenheit |
|-----------|--|---|
| January | 10 | 3 |
| February | 10 | 1 |
| March | 10 | 0 |
| April | 9 | 0 |
| May | 10 | 0 |
| June | 9 | 0 |
| July | 11 | 0 |
| August | 10 | 0 |
| September | 8 | 0 |
| October | 7 | 0 |
| November | 8 | 0 |
| December | 9 | 0 |

E. *Not used.*

1.5 CONTRACT PRICE

A. The City of Durham shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amount determined pursuant to [Paragraphs 1.5.A.1 and 1.5.A.2] below:

1. For all Work other than Unit Price Work, a Lump Sum of:

[Seven hundred thirty-five thousand nine hundred ninety-five dollars and 00/100], [(\$735,995.00)]

All specific cash allowances are included in the above price and have been computed in accordance with [Paragraph 11.02] of the General Conditions.

2. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this [Paragraph 1.5.A.2]:

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As provided in [Paragraph 11.03] of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer as provided in [Paragraph 9.07] of the General Conditions. Unit prices have been computed as provided in [Paragraph 11.03] of the General Conditions.

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UNIT PRICE WORK

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| Task Item | Item Description | Qty | Unit | Unit Price | Item Value |
|--|---|-------|---------|--------------|---------------------|
| 2.1 | Project Mobilization | 1 | EA | \$45,812.00 | \$45,812.00 |
| Written Item value: Forty-five thousand eight hundred and twelve and 00/100 dollars. | | | | | |
| 2.3 | Partial Depth Concrete Floor Repair | 3,500 | SF | \$52.50 | \$183,750.00 |
| Written Item value: One hundred eighty-three thousand seven hundred and fifty and 00/100 dollars. | | | | | |
| 2.4 | Ramp Repair | 5 | EA RAMP | \$8,864.00 | \$44,320.00 |
| Written Item value: Forty-four thousand three hundred three hundred and twenty and 00/100 dollars. | | | | | |
| 2.5 | Supplemental Steel Reinforcement | 1,800 | LB | \$2.60 | \$4,680.00 |
| Written Item value: Four thousand six hundred and eighty and 00/100 dollars. | | | | | |
| 2.6 | Curb Repair | 20 | EA | \$62.00 | \$1,240.00 |
| Written Item value: One thousand two hundred and forty and 00/100 dollars. | | | | | |
| 2.9 | Entrance Ramp Replacement & Slab Strengthening | 1 | LS | \$21,829.00 | \$21,829.00 |
| Written Item value: Twenty-one thousand eight hundred twenty-nine and 00/100 dollars. | | | | | |
| 2.10 | Galvanic Anodes | 2,500 | EA | \$21.97 | \$54,925.00 |
| Written Item value: Fifty-four thousand nine hundred twenty-five and 00/100 dollars. | | | | | |
| 3.1 | Overhead Slab Repair | 800 | SF | \$73.50 | \$58,800.00 |
| Written Item value: Fifty-eight thousand eight hundred and 00/100 dollars. | | | | | |
| 3.5 | Beam Repair | 40 | SF | \$96.00 | \$3,840.00 |
| Written Item value: Three thousand eight hundred forty and 00/100 dollars. | | | | | |
| 4.1 | Concrete Wall Repair | 60 | SF | \$88.00 | \$5,280.00 |
| Written Item value: Five thousand two hundred eighty and 00/100 dollars. | | | | | |
| 5.1 | Column Repair | 140 | SF | \$88.00 | \$12,320.00 |
| Written Item value: Twelve thousand three hundred twenty and 00/100 dollars. | | | | | |
| 6.3 | Expansion Joint Replacement - Silicone Seal | 480 | LF | \$14.30 | \$6,864.00 |
| Written Item value: Six thousand eight hundred sixty-four and 00/100 dollars. | | | | | |
| 7.1 | Concrete Penetrating Sealer | 18 | EA RAMP | \$455.00 | \$8,190.00 |
| Written Item value: Eight thousand one hundred ninety and 00/100 dollars. | | | | | |
| 101 | Level 3 ADA Spaces (4) & Accessible Route to Elevator | 1 | LS | \$9,952.00 | \$9,952.00 |
| Written Item value: Nine thousand nine hundred fifty-two and 00/100 dollars. | | | | | |
| 102 | Level 5 ADA Spaces (4) & Accessible Route to Elevator | 1 | LS | \$9,952.00 | \$9,952.00 |
| Written Item value: Nine thousand nine hundred fifty-two and 00/100 dollars. | | | | | |
| 103 | Orange St. Ramp at Level 2B - Accessible Route | 1 | LS | \$35,569.00 | \$35,569.00 |
| Written Item value: Thirty-five thousand five hundred sixty-nine and 00/100 dollars. | | | | | |
| 104 | Surface Lot - HC Spaces | 1 | LS | \$16,211.00 | \$16,211.00 |
| Written Item value: Sixteen thousand two hundred eleven and 00/100 dollars. | | | | | |
| 105 | Surface Lot to Mangum - Accessible Route | 1 | LS | \$1,418.00 | \$1,418.00 |
| Written Item value: One thousand four hundred eighteen and 00/100 dollars. | | | | | |
| 105 | Office to Chapel Hill St. - Accessible Route | 1 | LS | \$11,343.00 | \$11,343.00 |
| Written Item value: Eleven thousand three hundred forty-three and 00/100 dollars. | | | | | |
| Add Alt 1 | Task item 2.4 - Ramp Repair (Task Item 2.3 not to be performed on these ramps) | 2 | EA RAMP | \$8,750.00 | \$17,500.00 |
| Written Item value: Seventeen thousand five hundred and 00/100 dollars. | | | | | |
| Add Alt 2 | Task item 7.10 - Concrete Penetrating Sealer (All elevated floor surfaces excluding ramps, shotblast all existing surfaces including existing striping) | 1 | LS | \$176,200.00 | \$176,200.00 |
| Written Item value: One hundred seventy-six thousand two hundred and 00/100 dollars. | | | | | |
| Add Alt 2 | Restripe Garage (Parking stalls and directional markings where concrete penetrating sealer is to be applied) | 1 | LS | \$6,000.00 | \$6,000.00 |
| Written Item value: Six thousand and 00/100 dollars. | | | | | |
| TOTAL AMOUNT FOR CONTRACT | | | | | \$735,995.00 |
| Written total value: Seven hundred thirty-five thousand nine hundred ninety-five and 00/100 dollars. | | | | | |

Description of abbreviations

LF = Lineal Feet SF = Square Feet LS = Lump Sum EA = Each LB = Pound

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1.6 PAYMENT PROCEDURES

A. Submittal and Processing of Payments

1. Contractor shall submit Applications for Payment in accordance with [Article 14] of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

B. Progress Payments; Retainage

1. The City of Durham shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in [Paragraphs 1.6.B.1.a through 1.6.B.1.e] below. All such payments will be measured by the schedule of values established as provided in [Paragraph 2.07.A] of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amount as Engineer may determine or the City of Durham may withhold, including but not limited to liquidated damages, in accordance with [Paragraph 14.02 of the General Conditions].
 - b. The City of Durham will retain five (5) percent of the amount of each estimate until Work covered by the Contract is fifty percent (50%) complete. If after the Project is deemed fifty percent (50%) complete based upon the Contractor's gross Project invoices, excluding the value of materials stored on and off-site, and the Contractor provides the City and the Engineer the following:
 - 1) Written verification evidencing fifty percent (50%) completion of the Project; and,
 - 2) Written consent of the surety named in the Project performance and payment bonds agreeing that the City shall not retain any further retainage from periodic payments due to the Contractor; the City shall cease holding retainage from future periodic payments if the City finds that the Contractor is performing satisfactorily, and any nonconforming Work identified in writing by the Engineer or City (prior to the point of fifty percent (50%) Project completion) has been corrected by the Contractor and accepted by the Engineer or City, whoever provided such prior notice of nonconforming Work. If, however, the City determines the Contractor's performance is unsatisfactory, the City may reinstate the specified retainage for each subsequent periodic payment. Notwithstanding anything to the contrary, City may assess retainage after fifty percent (50%) project completion, even if the Contractor has complied with [Paragraphs 1.6.B.1.b.1 and 1.6.B.1.b.2 (above)] and continues to perform satisfactorily as necessary to retain two and one-half percent (2.5%) total retainage through the completion of the Project.

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- c. *Not used.*
- d. Notwithstanding any of the retainage provisions described herein, there shall be no retainage on periodic or final payments for Contracts having a total project cost less than \$100,000.00, and, in addition to the retainage amounts allowed to be held by the City of Durham, the City shall also retain all rights allowed under this Agreement to withhold payment to the Contractor in accordance with [Article 14 of the General Conditions] and for unsatisfactory job progress, defective or nonconforming construction not remedied, disputed Work, or third-party claims filed against the City of Durham or reasonable evidence that a third-party claim will be filed.
- e. Within sixty (60) days of receipt by City of (1) an Application for Payment and (2) written consent of the surety, and after City has either (1) received a certificate of Substantial Completion or (2) received beneficial occupancy or use of the Project (if applicable), the City of Durham shall pay an amount sufficient to increase total payment to Contractor to the Contract Price, less such amounts as Engineer shall determine in accordance with [Paragraph 14.02.B.5 of the General Conditions], including up to two hundred fifty percent (250%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

C. Final Payment

- 1. Prior to issuing final payment, the Contractor will furnish to the City of Durham certification that: All Subcontractors and vendors associated with this Contract have been paid; no liens and/or lawsuits have been placed against the Contractor for this Work; and the total dollar amount has been paid to all Subcontractors, Suppliers, and others associated with this project.
- 2. Upon final completion and acceptance of the Work in accordance with [Paragraph 14.07] of the General Conditions, the City of Durham shall pay the remainder of the Contract price as recommended by Engineer as provided in said [Paragraph 14.07].

1.7 INTEREST

- A. All moneys not paid when due as provided in [Article 14] of the General Conditions shall bear interest at the rate of 12 percent per annum.

1.8 CONTRACTOR'S REPRESENTATIONS

- A. In order to induce the City of Durham to enter into this Agreement Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - 2. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied all:
 - a. Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in [Paragraph 4.02] of the General Conditions; and
 - b. Reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in [Paragraph 4.06] of the General Conditions.
5. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional and supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
6. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
7. Contractor is aware of the general nature of work to be performed by the City of Durham and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

1.9 CONTRACT DOCUMENTS

A. Contents

1. The Contract Documents consist of the following:
 - a. This Agreement (pages 1 to [REDACTED], inclusive).
 - b. Performance and Payment bonds (pages [REDACTED] to [REDACTED], inclusive).
 - c. Other bonds (pages [REDACTED] to [REDACTED], inclusive).
 - 1) [REDACTED] (pages [REDACTED] to [REDACTED], inclusive).

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- 2) [] (pages [] to [], inclusive).
 - 3) [] (pages [] to [], inclusive).
 - d. General Conditions (pages [1] to [54], inclusive).
 - e. Technical Specifications as listed in the table of contents of the Project Manual.
 - f. Drawings consisting of [21] sheets with each sheet bearing the following general title: [Chapel Hill St. Garage Repairs] and as listed on the attached sheet index.
 - g. Addenda (numbers [1] to [1], inclusive).
 - h. Exhibits to this Agreement (enumerated as follows):
 - 1) Contractor's Bid (pages [1] to [5], inclusive)
 - 2) Contract Certificates of Liability/Insurance (pages [] to [], inclusive).
 - 3) Non-Collusion Statement by Contractor (pages [1] to [1], inclusive).
 - 4) Documentation submitted by Contractor prior to Notice of Award (pages [] to [], inclusive).
 - 5) [] (pages [] to [] inclusive).
 - i. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - 1) Notice to Proceed (pages [1] to [1], inclusive).
 - 2) Work Change Directives.
 - 3) Change Order(s).
- B. The documents listed in [Paragraph 1.9.A.1] are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this [Paragraph 1.9.A.1].
- D. The Contract Documents may only be amended, modified, or supplemented as provided in [Paragraph 3.04] of the General Conditions.
- E. Coordination of General Conditions, Supplementary Conditions, Agreement, and Technical Specifications
- 1. All components of the Contract Documents are essential elements of the Contract between the Owner and Contractor, and notwithstanding the requirements of [Paragraph 3.03] of the General Conditions, in case of a conflict or contradiction among the General Conditions (including Supplementary Conditions), Agreement, and Technical Specifications, the following shall be the order of controlling authority as among these documents: The Technical Specifications shall control over the Agreement and the Agreement shall control over the General Conditions (including Supplementary Conditions).

1.10 MISCELLANEOUS

- A. Terms

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1. Terms used in this Agreement will have the meanings stated in the General Conditions.
- B. Assignment of Contract
 1. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- C. Successors and Assigns
 1. The City of Durham and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- D. Severability
 1. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City of Durham and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- E. Notices and Communications
 1. All notices and other communications required or permitted by Contract shall be in writing and shall be given by personal delivery, fax, or certified United States mail (return receipt requested) addressed/faxed as follows:

To the City of Durham (Owner):
Doreen Sanfelici, Project Manager
City of Durham
General Services Department
Project Management Division
2011 Fay Street
Durham, North Carolina 27701
Fax: (919) 560-4970

To the Contractor:
Attention: Tom Snyder, Vice President
Progressive Contracting Co., Inc.
143 Charlotte Ave., Suite 201
Sanford, NC 27330
Fax: (919) 718-5454

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2. A change of address, fax number, or person to receive notices or communications may be made by either party by notice given to the other party. Any notices or communications under Contract shall be deemed given at the time of actual delivery, if it is personally delivered or faxed. If the notices or communications are sent by United States mail, it shall be deemed given upon the third calendar day following the day on which the notices or communications were postmarked, or upon actual delivery, whichever first occurs.

F. Other Provisions

G. Technical Data and Other Work

1. Subsurface and Physical Conditions
 - a. No reports of explorations or tests of subsurface conditions at or contiguous to the Site are known to the City of Durham or Engineer.
2. Hazardous Environmental Condition
 - a. No reports or drawings related to Hazardous Environmental Condition are known to the City of Durham or Engineer.
3. Other Work
 - a. The City of Durham and Engineer are unaware of any other work on the Site at the time of Notice to Proceed.

H. Insurance Requirements for Chapel Hill St. Garage Repairs

Contractor shall maintain insurance not less than the following:

Commercial General Liability, covering

- premises/operations
- products/completed operations
- broad form property damage
- explosion, collapse, and underground hazards if the hazards exist in the performance of this contract
- contractual liability
- independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement); additional insured coverage shall be primary and non-contributing
- combined single limit not less than \$2,000,000 per occurrence; aggregate limit not less than \$4,000,000 per year

Automobile Liability Insurance, covering

- owned, hired, or borrowed vehicles
- employee vehicles, if used in performance of this contract
- combined single limit not less than \$2,000,000 per occurrence; aggregate limit not less than \$4,000,000 per year
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement); additional insured coverage shall be primary and non-contributing
- combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$1,000,000 per year

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Workers' Compensation Insurance, covering

- statutory benefits;
- covering employees; covering owners partners, officers, and relatives (who work on this contract)
- employers' liability, \$1,000,000.
- Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by:

- companies authorized to do business in the State of North Carolina
- companies with Best rating of A-VIII or better.

Insurance shall be evidenced by a certificate:

- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- certificates shall be addressed to:
City of Durham, North Carolina
attention: Doreen Sanfelici
General Services Department
2011 Fay Street
Durham, NC 27704
- both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.

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CERTIFICATE OF FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

This day of,

.....
FINANCE OFFICE, CITY OF DURHAM

CONTRACT:
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GENERAL SERVICES DEPARTMENT
CITY OF DURHAM
NORTH CAROLINA

ATTEST:

CITY OF DURHAM

_____ By: _____

preaudit certificate

Address for giving notices:

Attention: Joel Reitzer
City of Durham – General Services Department
2011 Fay Street
Durham, North Carolina 27704

Phone No.: [(919) 560-4197]

Fax No.: [(919) 560-4970]

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CONTRACTOR (CORPORATION):

.....

By:

Title:

(CORPORATE SEAL)

Attest:

Title:

(CORPORATE SEAL)

Address for giving notices:

.....

.....

.....

Phone No.:

Fax No.:

License No.:

Agent for service or process:

.....

(If Contractor is a corporation or partnership,
attach evidence of authority to sign.)

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State of

ACKNOWLEDGMENT BY CORPORATION

County of

I, a notary public in and for the aforesaid county and state, certify that
personally appeared before me this day and stated that he or she is

(Strike through the inapplicable:) chairperson/ president/ chief executive officer/ vice-president/
assistant vice-president/ treasurer/ chief financial officer of

[contractor], a corporation, and that by authority duly given and as the act of the corporation, he or she
signed the foregoing contract or agreement with the City of Durham and the corporate seal was affixed
thereto. This the day of, 20.....

My commission expires:

.....

.....

Notary Public

END OF DOCUMENT